



Superior Court of California County of Imperial

Executive Office of the Court
939 West Main Street ♦ El Centro, CA 92243
Telephone 760-482-4374 ♦ Fax 760-337-7742

JOSÉ OCTAVIO GUILLÉN
Court Executive Officer/Jury Commissioner

REQUEST FOR QUOTE – FORMS

Date: June 5, 2006

From: Superior Court of California, County of Imperial
939 West Main Street
El Centro, CA 92243

Buyer: Terri Darr
Phone: 760-482-4776 Fax: 760-482-4952
E-mail: carla.arguilez@imperial.courts.ca.gov

THIS IS NOT AN ORDER

Quote Due Date and Time: **June 19, 2006, by no later than 5:00 p.m.**

Required Delivery Date for forms: As needed from July 1, 2006 through June 30, 2007

Payment: Net 30 days

Order information: Purchase Order terms and conditions attached.

Rejection of Quotes: Pursuant to Public Contract Code, Section 20150.9, Court may at its sole discretion reject any or all quotations presented.

Evaluation Criteria (for Fiscal Office Use Only):

1. Experience and Qualifications
2. Ability to Meet Schedule
3. Pricing (similar pricing for similar form accepted)

All questions and answers will be posted and responded to as received on the Court's website: www.imperial.court.ca.gov. It is the bidder responsibility to check the website. Please direct all questions to: Carla Arguilez at 760-482-4776.

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE

BY DELIVERING THE ORDERED GOODS OR SERVICES, SELLER AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS SPECIFIED ON THE FACE AND REVERSE OF THIS DOCUMENT AND ANY REFERENCED DOCUMENTS (COLLECTIVELY, THE "ORDER"). SELLER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THESE TERMS AND CONDITIONS CAN BE VARIED ONLY BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE. SELLER SHALL NOT ALTER, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS.

WARRANTIES:

Seller warrants that all goods delivered shall (i) be free from defects in workmanship, material, and manufacture (including without limitation defects which could create a hazard to life or property), (ii) be new, not refurbished or reconditioned, unless otherwise stated in this Order; (iii) be of merchantable quality and shall be fit for the purposes intended by the Court to the extent disclosed by Seller, (iv) comply with the requirements of this Order, (v) be in compliance with all applicable laws and regulations. Seller further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

CHANGES

No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

DELIVERY AND PACKING SLIPS

Time is of the essence to delivery and any other performance required of Seller. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Court unless it is expressly included on the face of this Order. Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Seller shall arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

MATERIAL SAFETY DATA SHEETS

If some or all of the goods being provided by Seller are on CAL OSHA's "Hazardous Substances List," Seller must forward a completed Material Safety Data Sheet (MSDS).

RISK OF LOSS

Seller shall bear the risk of loss or damage to the ordered goods until Seller delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the fact of this Order. Notwithstanding such delivery, Seller shall bear the risk of loss or damage to the goods purchased hereunder in the event of and from the time the Court gives notice of rejection or termination of this Order.

INSPECTION AND ACCEPTANCE

Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the Court at any time within thirty (30) days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Seller's expense and risk. Payment shall not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

INVOICES, PAYMENT AND SETOFF

The Court shall have no obligation to pay for any item until one original and two copies of a correct invoice for the item is received at the address shown on the face of this Order. Payment is due 30 days from receipt of a correct invoice. Each invoice shall be printed on Seller's standard printed bill form, and shall include at a minimum (i) the Order number, (ii) Seller's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the work completed and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in said invoices will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Seller within thirty (30) days from Seller's receipt of a debit memo or other written request for payment by the Court. The Court shall have the right at any time to set off any amount owing from Seller to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

AUDIT RIGHTS

Seller agrees to maintain records relating to performance and billing by Seller under this Order for a period of three (3) years after final payment under this Order. During the period of time that Seller is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

TERMINATION

The Court may terminate this Order in whole or in part for any or no reason at any time by giving notice to Seller. In the event the Court terminates this Order for convenience, the Court's liability shall be: (a) in the case of standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent (10%) of the purchase price, (b) in the case of custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. In the event of termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

INDEMNITY

SELLER SHALL INDEMNIFY AND HOLD HARMLESS THE COURT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF SELLER, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF SELLER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

INFRINGEMENT PROTECTION

Seller shall hold the Court and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Order.

INSURANCE

Seller agrees, warrants and represents to the Court that Seller will maintain adequate insurance to cover any liabilities described in this Order. Seller further warrants and represents to the Court that Seller will maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Seller's performance of any work on or about the Court's premises or third-party premises to which the goods and services are to be delivered as indicated on the face of this Order. Seller shall maintain proper Workers' Compensation Insurance covering all employees performing this Order.

LEGAL COMPLIANCE

- (a) Seller shall observe and comply with all federal, state, and city laws, rules, and regulations effecting goods and services under this Order.
- (b) Seller and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Seller shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Seller and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (c) Seller shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et. seq., which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS

Seller is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agency of employees shall be considered agents or employees of the Court. Seller shall not subcontract or delegate its obligations under this Order without the prior written consent of the Court.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF IMPERIAL
REQUEST FOR QUOTE FORMS, ISSUED JUNE 5, 2006

TO:

Vendor: _____

Address: _____

Contact: _____

Phone: _____ **Fax:** _____

E-mail: _____

Item	Quantity	Description	Unit Price	Extension
1	500	Business Cards –Judge, Black Ink with Gold Foil		
2	500	Business Cards – Judge, Blue Ink with Gold Foil		
3	500	Business Cards –Various, Black Ink Only		
4	500	Letterhead Paper –Various, Blue Ink with Gold Foil		
5	500	Letterhead Paper –Various, Black Ink with Gold Foil		
6	500	Letterhead Paper –Various, Black Ink Only		
7	500	#10 Envelopes (non-window) with Court logo, Black		
8	500	#10 Window Envelopes with Court logo, Blue		
9	2000	Inter-Office Case Transfer, 7 x 4.25 NCR, Three part (White, Yellow, Pink)		
10	500	Notice, Sentence & Commitment, 8.5 x 4.25 NCR, Two part (two white)		
11	500	Bail Authorization, 8.5 x 7 NCR, Three part (White, Pink Yellow)		
12	1000 p/box - 2 boxes	Protective Order In Criminal Proceeding (CELTS) 8.5 x11 NCR, Four part (White, Yellow, Pink, Goldenrod) Front and Back print.		
13	2000	Domestic Violence Sentencing Order and/Or Grant of Probation 8.5 x 11 NCR, Two part (All White)		
14	3 Boxes/10 ream p/box	Notice, Sentence, Commitment Form –ALL YELLOW, 8.5 x 11 NCR , Five part (All Yellow)		
15	2000	STATUS, Notice, Sentence and Commitment Form 8.5 x 11 NCR, Three part (White, Yellow, Pink)		
16	2000	Commitment, Certification 8.5 x 11 NCR, Six part (White, Blue, Green, Yellow, Pink, Goldenrod)		
17	2000	Order Granting Probation 8.5 x 11 NCR, Five part (White, Green, Yellow, Pink, Goldenrod)		
18	2000	Application for Appointment of Counsel 8.5 x 14 NCR, Five part (White, Green, Yellow, Pink, Goldenrod)		
19	1000	Insufficient Funds Transfer Information 5 x 4 NCR, Three part (White, Yellow, Pink)		
20	6 Books	Receipt Book, 8.5 x 11 NCR, Three part (White, Yellow, Pink) Book style (150 receipts p/book), Consecutive Numbering		
21	500	Traffic Case Status form 8.5 x 5.5 NCR, Two part (White, Yellow)		
22	500	Out of County -Drinking Driver Program Referral 8.5 x 11 NCR Two part (White, Yellow) *New form pending approval/need. Only about 3 reams needed annually.		
23	2500	Jury Commissioner Envelopes, White -9 x 4		
24	500	Grand Jury Brochure format, Yellow -regular 8.5 x 11 paper, printed front and back.		
25	30,000	Jury Service Summons - Heavy Brochure type paper 32 lb, 8.5 x 14, light perforations with two tear offs, front and back print.		

** Vendor understands and agrees that its response is not proprietary or confidential and is considered public information that may be subject to disclosure after award.*

**Quantities are subject to change, you may provide quote according to your packaging process.*

Vendor Signature: _____ **Date:** _____

Printed Name: _____ **Date:** _____